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**Contract Database Metadata Elements**

Title: **Rockville Centre, Village of and Policemens Benevolent Association of Rockville Centre (2001)**

Employer Name: **Rockville Centre, Village of**

Union: **Policemens Benevolent Association of Rockville Centre**

Local:

Effective Date: **01/01/01**

Expiration Date: **12/31/04**

PERB ID Number: **7735**

Unit Size: **51**

Number of Pages: **44**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

# AGREEMENT

BETWEEN

THE INCORPORATED VILLAGE OF

ROCKVILLE CENTRE, N.Y.

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

OF ROCKVILLE CENTRE

January 1, 2001 - December 31, 2004

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## A G R E E M E N T

AGREEMENT made as of the 7<sup>th</sup> day of December, 2000 between Incorporated Village of Rockville Centre (VILLAGE), a municipal corporation, One College Place, Rockville Centre, New York, and Policemen's Benevolent Association of Rockville Centre (ASSOCIATION), an incorporated association, P.O. Box 171, Rockville Centre, New York, representing for bargaining purposes, the employees in the bargaining unit hereinafter defined:

### W I T N E S S E T H

WHEREAS, the VILLAGE is engaged in furnishing essential public services vital to the health, safety, and welfare of its residents and is the local governing unit, and

WHEREAS, the VILLAGE and the ASSOCIATION each seek to assure the orderly and uninterrupted operation of the government and of the Police Department and of the maintenance of an harmonious relationship between the VILLAGE and a unit of its employees,

WHEREAS, the VILLAGE and the ASSOCIATION were parties to a collective bargaining agreement ("Agreement") covering the period January 1, 1997 through December 31, 200<sup>1</sup>~~4~~, and

WHEREAS, the VILLAGE and the ASSOCIATION have concluded negotiations for a new Agreement to cover the period January 1, 2001 through December 31, 2004,

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises made and the obligations herein assumed

**IT IS AGREED:**

**Section 1. DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply:

1.1 "Contiguous overtime" means the time worked either before or after a scheduled tour of duty with no break in service other than a meal period.

1.2 "Employee" means an individual who is a member of the negotiating unit.

1.3 "Grievance" means any dispute between the ASSOCIATION or an employee or employees and the VILLAGE with respect to the meaning or interpretation of a provision of this Agreement, including matters of discipline.

1.4 "Injured leave" means an absence from a scheduled tour or tours of duty necessitated by an injury.

1.5 "Injury" means one which is suffered by an employee in the performance of his duties, or a sickness resulting from the performance of his duties so as to necessitate medical or other lawful remedial treatment.

1.6 "Negotiating Unit" or "Bargaining Unit" means those employees of the Police Department of the VILLAGE having the rank of Lieutenant, Sergeant and Police Officer.

1.7 "Non-contiguous overtime" means the time worked before or after a break in service on a scheduled work day or noncontiguous work performed on a day off.

1.8 "Overtime Rate" means the straight time rate multiplied by the factor 1.5.

1.9 "PERB" means the New York State Public Employment Relations Board.

1.10. "President" means the President of the ASSOCIATION.

1.11. "Sick Leave" means an absence from a scheduled tour or tours of duty due to an illness or injury other than that defined as "Injury".

1.12. "Straight Time Rate" means the rate computed by dividing the total of employee's annual salary (including increments) and longevity pay as set forth in Sections 10.1, 10.2, 10.3 and 10.4 by 1872.

## **Section 2. RECOGNITION OF THE ASSOCIATION**

The ASSOCIATION represents that it is the negotiating agent for all of the employees within the negotiating unit and the VILLAGE recognizes the ASSOCIATION as the exclusive and unchallenged negotiating representative for collective negotiation with respect to rates of pay, salaries, hours, and other terms and conditions of employment for all of the employees in the negotiating unit for the period of this Agreement.

## **Section 3. RECOGNITION OF VILLAGE RIGHTS**

Except as limited by this Agreement, the VILLAGE reserves the right to determine the standards of service to be offered by its various agencies; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of government operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to determine the content of job classification; to take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the



technology of performing its work and to promulgate rules and regulations to effectuate all or any part of the foregoing.

#### **Section 4. ASSOCIATION ACTIVITIES**

4.1. There shall be no interference with the right of employees to become or continue as members of the ASSOCIATION.

4.2 There shall be no discrimination, restraint, or coercion against any employee because of membership in or lawful activities on behalf of the ASSOCIATION.

4.3 There shall be no intimidation or coercion of employees into joining the ASSOCIATION or continuing their membership therein.

4.4 There shall be no ASSOCIATION activity on VILLAGE time except as set forth herein.

4.5 **Strikes, etc.** Any dispute which shall arise shall be settled without resort to strike, or other concerted stoppage of work, or slow downs, or job action of any kind or interference with the normal operations of the Police Department. No officer or representative of the ASSOCIATION shall authorize, instigate, aid, or condone any such activity.

4.6 **Negotiations.** The ASSOCIATION shall be entitled to have a negotiating committee for the purpose of collective negotiations regarding this Agreement or any other agreement. Employees who are members of the negotiating committee shall be granted a leave of absence with pay, at straight time, while actually involved in collective negotiations with representatives of the VILLAGE. The negotiating committee may not exceed

five (5) employees and the ASSOCIATION shall furnish to the Police Commissioner a list of the members of the negotiating committee.

4.7 **Association Work.** The President of the ASSOCIATION or his designated representatives shall be granted up to twenty (20) paid days leave of absence for ASSOCIATION work. Wherein possible, the President of the ASSOCIATION shall be assigned a day shift.

## **Section 5. USE OF VILLAGE PREMISES**

The President shall be permitted to use VILLAGE Premises at such reasonable times as may be necessary to transact legitimate ASSOCIATION business pertaining to the administration of this Agreement. The area to be so used shall be designated by the Police Commissioner, or his designated representative, after the President shall have given notice of the desired use to the Police Commissioner, or his designated representative.

## **Section 6. BULLETIN BOARD**

6.1 A VILLAGE bulletin board within the Police Department Building may be used to post ASSOCIATION notices, approved in writing, by the Police Commissioner, or his designated representative. Notices from the ASSOCIATION shall be signed by the President, Vice-President, Secretary, or Treasurer. All notices posted by the ASSOCIATION are the responsibility of the officials of the ASSOCIATION. Unsigned notices may not be posted. Defacing, adding to or writing over any general notice or posting unofficial bulletins or notices or any that are offensive are prohibited. The following notices, however, do not need approval by the Police Commissioner or his designated representative:

- (a) Notices of ASSOCIATION recreational or social affairs.

- (b) Notices of ASSOCIATION elections and meetings.
- (c) Notices of ASSOCIATION appointments and the results of ASSOCIATION elections.

6.2 All notices shall be promptly removed after they have served their purpose. No provision of this Agreement shall be construed to permit the posting of any political, advertising, or controversial matter on bulletin boards or elsewhere upon VILLAGE property. Notices shall not exceed 8 1/2" by 11" in size and shall be posted in a manner so as not to obstruct other notices. The VILLAGE shall provide, as its expense and for the sole use of the ASSOCIATION, a bulletin board enclosed in glass and with a lock, for these notices.

#### **Section 7. DUES DEDUCTION**

The VILLAGE shall deduct, from the bi-weekly wages of each employee who has authorized the same, the ASSOCIATION dues and forward the total amount of each deductions forthwith to the ASSOCIATION. Such payroll deduction authorizations shall be in writing, signed by the employee and in the form approved by the Village Comptroller. The amounts for such deductions shall become effective only upon filing with the Village Comptroller a certified copy of the resolution of the ASSOCIATION or other documentation authorizing such amount and shall take effect fifteen (15) days after receipt thereof by the Village Comptroller. The VILLAGE shall not be liable to the ASSOCIATION by reason of the requirements of this subdivision for the remittance or payment of any sum other than that constituting the deductions agreed to be made from the employee's wages.

## **Section 8. DISCIPLINARY PROCEDURE**

**8.1 Official File.** There shall be only one official employee file. Every employee, by appointment, shall be permitted to examine his official file. No statement or material derogatory to an employee, his conduct, his service, his character, or his personality, shall be placed in the official file unless the employee has been furnished with a copy of such statement or material and given the opportunity to acknowledge receipt of such statement or material by affixing his signature to the copy to be filed.

**8.2 Signature, Effect of.** Such signature shall signify only that the employee has read the material to be filed and shall not be construed to indicate that the employee agrees with its contents. The employee shall have the right to answer any such statement or material filed and such answer shall be attached to the file copy.

**8.3 Just Cause Discipline.** Employees shall be disciplined only for just cause as demonstrated by the VILLAGE, by reprimand, fines, loss of vacation or personal days, suspension without pay, demotion or discharge, except that employees who have not completed the probationary period may be disciplined or discharged by the VILLAGE in its sole discretion without recourse to the grievance and arbitration provisions of this Agreement.

**8.4 Tier Discipline.** There shall be a three-tiered method of resolving allegations made or disciplinary action taken against members of the Department. Nothing contained in this subdivision shall be construed as constraining the Police Commissioner, or his designee, to offer Tier 1 or Tier 2 discipline to an employee. The Tiers shall be:

**8.4.1 First Tier.** This tier is applicable only to those cases in which an employee is accused of a violation by another employee, the nature of which in the opinion of

the Police Commissioner, or his designee, is not serious and would not normally be the subject of formal disciplinary action brought against the employee. In such instances, there will be an appropriate documentation retained in the file, but such retention shall not exceed ninety (90) days from the date of the occurrence of the incident reported at which time the employee may request and shall receive the return of the documentation.

**8.4.2 Second Tier.** This tier is applicable in those cases where formal disciplinary action is contemplated by the Police Commissioner, or his designee, and the employee does not intend to grieve such discipline. In such event, the Police Commissioner, or his designee, shall impose the discipline and the employee shall sign a statement in which he agrees not to file a grievance. The employee may submit a letter of rebuttal or explanation. If after five (5) years following such discipline there has been no further disciplinary action, i.e., letter of reprimand or punishment under Tier 3, against the employee, the employee may request the removal of the discipline from his file, which request shall be honored.

**8.4.3 Third Tier.** This tier is applicable in those cases where the Police Commissioner, or his designee, does not find it appropriate to offer Second Tier discipline, or the employee does not agree to accept Second Tier discipline. In such case, the Police Commissioner, or his designee, shall impose discipline and, the employee may present a grievance starting at Step 2 of the Grievance and Arbitration Procedures. Such grievance shall be submitted at Step 2, in writing, within fifteen (15) days after the Police Commissioner, or his designee, has notified the employee of the discipline.

**8.5 Investigations.** If there be an investigation of allegations or charges, such investigation shall commence and be completed within ninety (90) days from the time of

the discovery by the Office of the Police Commissioner. At the end of such time, a recommendation will be submitted by the investigating officer to the Police Commissioner, or his designee. The Police Commissioner, or his designee, shall thereafter have a further forty-five (45) day period to determine whether or not disciplinary action is to be brought against the employee. The employee being investigated may, by agreement, extend either or both of the aforesaid time limits. At any time prior to the expiration of such forty-five (45) day period, the Police Commissioner, or his designee, shall serve a copy of any disciplinary action which he intends to impose against the employee and he may at the same time inform such member whether Tier 1 or Tier 2 discipline is available to the employee, and the extent of the punishment if the employee accepts such discipline, in which case such employee shall have five (5) days within which to either accept such discipline or submit a grievance at Step 2 of the Grievance and Arbitration Procedures of this Agreement.

**8.6 Representation.** An employee under internal investigation shall have the right to have present during the period of interrogation a duly designated representative (Representative) of the ASSOCIATION who has been previously certified on a list submitted to the Police Commissioner. Said Representative shall be a member of the ASSOCIATION. The employee shall be given a reasonable opportunity to notify such Representative but the period of interrogations shall not be delayed for more than one hour because such Representative is unable to be present. Such Representative shall not be permitted to interfere with or interrupt the interrogation. The Representative shall have the right to confer with and advise the employee only before and after interrogation. Nevertheless the right to have such a Representative present during the period of the interrogation shall not apply to internal

investigation of complaints of minor violations of the Rules and Regulations of the Police Department of the VILLAGE, such as absence from post, failure to signal, failure to make entries, loss of equipment, etc.

## **Section 9. GRIEVANCE AND ARBITRATION PROCEDURES**

9.1 Every employee, or the ASSOCIATION, shall have the right to present grievances, in accordance with the following described procedures, free from interference, coercion, restraint, discrimination, or reprisal.

9.1.1 Step 1. Within ninety (90) days following the date of the occurrence of the event on which the grievance is based is known, or should have been known, to the grievant, a grievance may be presented to the officer-in-charge who shall carefully consider the matter. Within five (5) days thereafter, the officer-in-charge shall make a written determination and furnish the grievant with a copy thereof.

9.1.2. Step 2. If the grievance is not thereby resolved, within five (5) days after notification of the determination provided for in Step 1, the matter may be submitted, in writing, by the grievant to the Police Commissioner, or his designee, who shall give the grievant an opportunity to discuss the matter fully. After careful consideration, within five (5) days after the matter has been submitted to him, the Police Commissioner, or his designee, shall make a written determination and furnish a copy thereof to both the grievant and the employee's officer-in-charge of his decision.

9.1.3 Step 3. If the grievance is not thereby resolved, the matter may be submitted, in writing, by the grievant to the arbitration for determination, within ten (10) days after notification of the Step 2 response. The arbitrator's jurisdiction shall be limited

to the meaning or interpretation of a provision of this Agreement. The arbitration shall be conducted by the American Arbitration Association under its Voluntary Labor Arbitration Rules.

9.2 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

9.3 The award of the arbitrator shall be final and binding upon the VILLAGE, the ASSOCIATION and the employees.

9.4 **Procedures.** For the purpose of this Grievance and Arbitration Procedure:

- (a) Failure to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- (b) Failure to file or appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal.
- (c) The term "day" means calendar day.
- (d) The ASSOCIATION may submit a grievance, in writing with Step 2 as the initial step, provided, however, (a) the grievance does not merely affect an individual, and (b) the grievance relates to matters arising under this Agreement. Further, at least five (5) days before the commencement of any arbitration, the ASSOCIATION shall request, in writing, the Police Commissioner to meet to discuss the resolution of any such grievance.



- (e) The VILLAGE may submit a grievance by notice in writing sent to the ASSOCIATION at Step 2. The ASSOCIATION shall respond to a VILLAGE grievance within five (5) days.

9.5 **Hearings.** Hearings held under the procedure provided herein shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present at such conference or hearing. When such hearing is held during work hours, all individuals necessary for the hearing shall be excused without loss of pay for the time spent at the hearing.

9.6 **Substitution of Statutory Procedures.** This Grievance and Arbitration Procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in Section 75 of the Civil Service Law, Section 8-804 of the Village Law, or any other law, rule or regulation.

## **Section 10. EMPLOYEES BENEFITS**

10.1 **Annual Salaries.** Effective January 1, 1997, the annual salary schedule shall be as follows:

			1/1/2001	1/1/2002	1/1/2003	1/1/2004
<b>Police Officers</b>	<b>Hired after 1/1/2001</b>	<b>Hired before 1/1/2001</b>				
<b>Training Step</b>	on hiring		\$25,000	\$25,750	\$26,651	\$27,717
Step 1	(start of 7 <sup>th</sup> month)	on hiring	\$44,482	\$45,816	\$47,420	\$49,317
Step 2	(start of 16 <sup>th</sup> month)	start of 13 <sup>th</sup> month	\$56,521	\$58,217	\$60,255	\$62,665
Step 3	(start of 28 <sup>th</sup> month)	start of 25 <sup>th</sup> month	\$62,264	\$64,132	\$66,377	\$69,032
Step 4	(start of 40 <sup>th</sup> month)	start of 37 <sup>th</sup> month	\$67,840	\$69,875	\$72,321	\$75,214
Step 5	(start of 52 <sup>nd</sup> month)	start of 49 <sup>th</sup> month	\$73,532	\$75,738	\$78,389	\$81,525
Step 6	(start of 64 <sup>th</sup> month)	start of 61 <sup>st</sup> month	\$78,729	\$81,090	\$83,928	\$87,285
Sergeants			\$91,367	\$94,108	\$97,402	\$101,298
Lieutenants			\$100,501	\$103,516	\$107,139	\$111,425

**10.2 Annual Increments.** The step progression for Police Officers, shall be given on the start of the payroll period closest to the anniversary date of employment.

**10.3 Longevity.** In addition to the salary provided in Section 10.1, an employee shall be entitled to a longevity payment of Five Hundred (\$500.00) Dollars after six (6) years of completed service; an additional Five Hundred Fifty (\$550.00) Dollars more after ten (10) years of completed service and a further Five Hundred (\$500.00) Dollars more after fifteen (15) years of completed service, for a total of One Thousand Five Hundred Fifty (\$1,550.00) Dollars after such fifteen (15) years and an additional Fifty (\$50.00) Dollars for each year over and above fifteen (15) years of service. Years of completed service shall only include time served as a member of the Police Force of the VILLAGE on a full time pay status or while on a military leave of absence pursuant to Section 243 of Military Law of New York.

Longevity payments shall become effective in the payroll period closest to the employee's anniversary date of such completed service.

**10.4 Designated Detectives.** The Police Commissioner may assign employees to duty as "Designated Detectives". Such employees will serve as such for such period of time as the Commissioner, in his sole judgment, may deem necessary or desirable. For the period of such assignment, such employees will receive an increase on the following basis:

<u>Period</u>		<u>Annualized Rate</u>
January 1, 2001	- December 31, 2001	\$2,738
January 1, 2002	- December 31, 2002	\$2,820
January 1, 2003	- December 31, 2003	\$2,919
January 1, 2004	- December 31, 2004	\$3,036

Such amounts shall be pro-rated based upon time worked in such designation and shall be paid at the end of each payroll period.

**10.5 Desk Officers.** Effective January 1, 2001, Police officers assigned as Desk Officers will receive additional compensation on the following basis:

<u>Period</u>		<u>Daily Rate</u>
January 1, 2001	- December 31, 2001	\$11.51
January 1, 2002	- December 31, 2002	\$11.86
January 1, 2003	- December 31, 2003	\$12.27
January 1, 2004	- December 31, 2004	\$12.77

**10.6 Night Differential.** Employees will receive night differential compensation on the following basis:

<u>Rank</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
Police Officers	\$3.53	\$3.64	\$3.77	\$3.92
Sergeants	\$4.11	\$4.23	\$4.38	\$4.56
Lieutenants	\$4.52	\$4.66	\$4.82	\$5.01

Such payments shall be for all hours actually worked on any shift other than the daylight shift, except that if any employee assigned to the daylight shift is called upon to work overtime, he shall not receive the night differential if the overtime worked does not exceed four (4) hours. Such payments shall be made on the regular pay day. Such payments shall not be made to Recruit Officers while assigned to recruit training during the Police Academy.

**10.7 Holiday Pay.** All employees shall receive holiday pay consisting of an additional eight (8) hours straight time pay for each of the following thirteen (13) holidays:

New Year's Day; Martin Luther King Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Flag Day; Independence Day; Labor Day; Columbus Day, Veteran's Day; Election Day; Thanksgiving Day; and Christmas Day.

The actual day on which the above-noted holidays occur shall be in accordance with the applicable Federal or State regulations and/or laws. In the last payroll of November of each year payment shall be made for six (6) holidays, and in the last payroll in May of each year, payment shall be made for the additional seven (7) holidays. In the case of new employees or the retirement or termination of service of

existing employees, said payments shall be pro-rated on the basis of actual holidays above-noted occurring during the employees' employment status with the VILLAGE.

10.7.1 An employee regularly scheduled to work and actually working on any of the above holidays shall receive the compensation referred to in Section 10.7 above and an additional four (4) hours pay at the straight time rate. Work performed on a holiday in excess of an eight (8) hour tour shall be compensated at the overtime rate. Holiday pay shall not be paid to Recruit Officers while assigned to recruit training during the Police Academy.

10.7.2 An employee whose regular day off falls on a holiday and who is directed to report for duty shall receive in addition to holiday pay, as enumerated in Section 10.7 above, compensation for all hours worked at the overtime rate, provided, however, that the employee must work at least six (6) hours on said holiday to qualify for the holiday pay as enumerated in Section 10.7.1 above.

10.7.3 Except for the holiday pay as described in Section 10.7 all other compensation in respect to holidays shall be paid during the payroll period in which the holiday occurs.

**10.8 Mileage Allowance.** An employee shall not receive a mileage allowance for reporting to duty, but an employee shall be reimbursed (in accordance with the schedule of mileage distances determined by the Village Comptroller) for mileage authorized while traveling on VILLAGE business after reporting to duty in his automobile. The mileage allowance is fifteen (\$.15) cents per mile to be paid on June 1st covering the past twelve (12) month period following the submission of a proper claim by the employee, provided, however,

that should the mileage allowance for other VILLAGE employees be increased, there will be a corresponding increase of mileage hereunder.

10.8.1 An employee who is entitled to non-contiguous overtime shall receive a mileage allowance of fifteen (\$.15) cents per mile computed on the round trip distance from his home to the place he was ordered to report to duty. This distance shall be determined from the Village Comptroller's schedule. No mileage will be paid to any employee who lives outside the prescribed area.

10.9 **Standby.** There shall be no voluntary standby. An employee who is ordered to be on standby shall be paid at the rate of two (2) hours straight time for every eight (8) hours he actually remains on standby. Compensation for standby time shall be pro-rated but not less than one-half (1/2) hour for each continuous period of standby. For purposes of this subdivision, standby is that period during which an employee, although not actually on duty, has been notified to remain continuously available to report to duty within one (1) hour of receiving notification to report. For purposes of standby, an employee shall not be required to stay at home, but if not at home, the employee must furnish his officer-in-charge with the telephone number at which he can be immediately reached. Standby shall not be used for court appearances.

10.10 **Travel Time.** Authorized travel time for non-contiguous overtime shall be included as time worked in accordance with the following schedule of distances between home and place of duty.

Total Round Trip Time Allowance:

Miles

Non-Contiguous Overtime or Court Assignment

0-2	10 minutes
2-5	20 minutes
5-10	40 minutes
over 10	60 minutes

Travel time is not authorized if the employee lives outside of the prescribed area.

**10.11 Clothing and Equipment Allowance.** All uniforms necessary for an employee to perform his duty as a uniformed officer shall be furnished by the VILLAGE. In addition, any employee assigned to perform duty in plain clothes (i.e., a designated detective or a police officer assigned to the plainclothes unit) by order of the Police Commissioner for a continuous period of not less than three (3) months shall receive additional compensation in lieu of clothing pro-rated quarterly on a basis of Five Hundred (\$500.00) Dollars for the first calendar year and Six Hundred (\$600.00) Dollars for the second calendar year.

**10.11.1** The following items of equipment, in the past, have been purchased by the VILLAGE for the use of employees: (1) Service Revolver; (2) Holster - Summer; (3) Holster - Winter; (4) Memo Book Holder; (5) Night Stick; (6) Night Stick Holder; (7) Grommet; (8) Rain Coat; (9) Flashlight and Batteries; (10) Summons Book (Leather); (11) Summons Holder (Alum.); (12) Black Jacks; (13) Handcuffs; (14) Handcuff Case; (15) Ammo Holders; (16) Gun Belt. The ownership of all of the foregoing listed equipment has been transferred to the individual employee.

**10.11.2** Such items of equipment will be replaced, as required, by the employees. Employees hired after May 30, 1974 will purchase such equipment. The Police

Commissioner will have the right to designate any new items of equipment which may be required, which new items will be paid for by the employee out of the equipment allowance.

10.11.3 The VILLAGE will pay to each employee the sum of Six Hundred (\$600.00) Dollars as an equipment allowance.

10.11.4 Any and all requirements necessary for the registration of any of the aforesaid items of equipment will be complied with by the individual employee.

## **Section 11. BASIC WORK YEAR AND TOUR OF DUTY**

11.1 **Basic Work Year, Tour, Meal Period.** Except as provided in this Section 11, the basic work year for all employees shall not be more than 238 days and the basic tour of duty shall be eight (8) hours, which latter period includes forty-five (45) minutes of paid meal time a day. In the event a meal period is missed by an employee, other than one assigned to desk duty, he shall receive straight time on a monetary or compensatory basis provided a substitute meal period cannot be assigned.

11.2 **Recruit Training.** Employees who are receiving training from the Recruit Training Bureau may have a basic workweek of forty-eight (48) hours, consisting of tours of duty of eight (8) hours; and shall not be paid extra compensation therefor.

11.3 **Primary Work Chart, Rotation.** All employees who are assigned on a permanent squad rotating schedule will work the Primary Work Chart, which will be predicated on 238 days per year, will do so on the following basis:

4 - 12 a.m. to 8 a.m. tours followed by 72 hours off;

5 - 8 a.m. to 4 p.m. tours followed by 72 hours off;

4 - 4 p.m. to 12 a.m. tours followed by 72 hours off;



4 - 12 a.m. to 8 a.m. tours followed by 72 hours off;

4 - 8 a.m. to 4 p.m. tours followed by 72 hours off;

5 - 4 p.m. to 12 a.m. tours followed by 72 hours off;

Such rotation schedule is a schedule which involves the assignment to a particular detail which requires on-duty coverage on a twenty-four (24) hour basis, provided, however, if the employee's basic workweek is lengthened, beyond five (5) consecutive days, during the annual routine changes of assignment, a minimum of 48 consecutive hours off will be afforded such employee during such period.

**11.4 Number of Days.** The number of days indicated by the Primary Work Chart may be slightly less than or slightly in excess of 238 days. However, there will be no payment for scheduled work in excess of 238 days of basic work year for those employees assigned to the Primary Work Chart, nor will there be any reduction in pay or extra tours of duty assigned for those employees working slightly less than 238 days as per the Primary Work Chart.

**11.5 Supplemental Work Chart, Special Assignment Schedule.**

Employees who are not assigned on a permanent squad basis will work according to assignments on a Supplemental Work Chart or Special Assignment Schedule, either or both of which may be predicated on a work schedule in excess of 238 days, provided, however, employees assigned to either of such schedules shall select, or be assigned by the Commissioner, "Chart Days" (i.e., days excused for work) equal in number to the number of days in excess of 238 shown on such schedules. If, nevertheless, any such employee should

work in excess of 238 days, he will be compensated at the overtime rate for work in excess of the basic 238 day work year.

**11.6 Court Appearances, Etc.** Court appearance, uniform fittings and medical examinations of employees shall be credited as actual time worked by an employee in his basic workweek and tour of duty.

**11.7 Conferences.** Employees attending a conference or convention of municipal officers or employees or a school or seminar for the betterment of municipal government, whether the same be official or unofficial, if attendance be authorized in writing by the Police Commissioner, shall receive credit for eight (8) hours of each full day on such assignment regardless of the hours worked.

**11.8 Alteration of Assignment.** Once the Officers Squad and Roster Sheets or once the Special Assignment Roster Sheet showing the work weeks of the employees has been published it may not be altered; provided, however, an alteration may be made as set forth below:

- (a) For routine Squad changes (with minimum 72 hour notice); or
- (b) In the event of a police emergency; or
- (c) To accomplish a training purpose, other than command level training, provided that the affected employee is given a minimum of seventy-two (72) hours prior notice and is the person to whom the training is being given; or
- (d) In the event that the affected employee and the Police Commissioner agree thereon.

11.9 Employees shall be entitled to four (4) chart days off for each calendar year. Said chart days must be scheduled in advance at the same time vacation days are scheduled.

## **Section 12 OVERTIME AND COMPENSATORY TIME**

12.1 Work in excess of the employee's basic workweek or tour of duty is overtime. Overtime shall be paid either as paid overtime compensation or compensatory time. Paid overtime compensation and compensatory time shall be computed at the overtime rate.

12.2 An employee who works overtime shall determine whether he desires: (a) .. Payment therefor; (b) Compensatory time therefor; or (c) a combination of both.

12.3 If the employee chooses to be paid overtime compensation, that choice, once made, may not be altered. If the employee chooses compensatory time, that choice may be altered at the sole option of the employee under the following conditions: (a) The rate of pay at the time the conversion is requested has not been increased or decreased from the time compensatory time was earned, and (b) The request for conversion must be received by the Police Commissioner no later than the first working day of a pay period. If such request is made, the appropriate sum will be included in the next subsequent pay check.

12.4 An employee may accumulate no more than eighty (80) hours of overtime (payable as one hundred twenty (120) hours of compensatory time) and shall receive only paid overtime compensation for all hour accumulated in excess of such eighty (80) hours. Such accumulated compensatory time may be carried indefinitely. Compensatory time, further, shall be granted only when the employee and the Police Commissioner agree upon an

appropriate day or days off, and unless otherwise agreed to by the Police Commissioner compensatory time may be exercised only in eight (8) hour units.

12.5 The VILLAGE has the right to order an employees perform overtime.

12.6 An employee attending his own award or promotion ceremonies shall not receive any overtime because of hours directly or indirectly involved therein.

12.7 An employee reporting back to duty after being on sick leave shall receive no overtime because of hours directly or indirectly involved therein.

12.8 An employee ordered to report for a medical examination while he is on extended sick or injured leave shall receive no mileage allowance or credit for time worked or overtime for any hours directly or indirectly involved therein. The word "extended" is defined to mean time in excess of five (5) working days.

12.9 An employee attending his own disciplinary proceeding shall not receive any overtime because of hours directly or indirectly involved therein, except if found innocent of all charges.

12.10 **Contiguous; Non-Contiguous.** Compensation for contiguous overtime will be at the overtime rate and will include night differential (if applicable) and holiday (if on scheduled day off) benefits but will not include travel time and mileage benefits. Notification for contiguous overtime may be made at any time prior to the start of such overtime. Once a notification for contiguous overtime has been made, the employee shall have the right to work such overtime.

Compensation for non-contiguous overtime will be at the "overtime rate" and will include:

- (a) A minimum of four (4) hours overtime;
- (b) Travel time;
- (c) Mileage allowance;
- (d) Comprehensive liability.

When an employee is called in and reports for court appearances, he shall be paid a minimum of four (4) hours non-contiguous overtime irrespective of whether such time is actually worked.

12.11 If non-contiguous overtime is canceled by notifying the employee more than 72 hours before the designated time of such overtime, the employee will receive no compensation. If non-contiguous overtime is canceled by notifying the employee less than 72 hours before the designated time of such overtime, he shall have the right to work a minimum of four (4) hours and if he so works receive all other compensations specified in Section 12.10

### **Section 13 VACATION, FLOATING DAYS, LEAVE OF ABSENCE, SICK DAYS**

13.1 **Vacations.** Employees shall receive vacation time on a working day basis. Employees with more than one (1) year and less than five (5) years of continuous service on January 1st shall receive twenty (20) working days during the next succeeding calendar year. Employees with five (5) or more years of continuous service on January 1st shall receive twenty-seven (27) working days during each succeeding calendar year. An employee with less than one (1) year of service as of January 1st shall receive in the next succeeding calendar year, two (2) days of vacation for each month of employment prior to January 1st but not to exceed twenty (20) days. Vacation time shall be credited on January 1st of each year.

**13.2 Vacation-Recall.** An employee who is called back from vacation to work by the Police Commissioner shall be reimbursed for all expenses actually incurred and not otherwise recoverable on behalf of himself and family relating to his vacation. An employee who has placed a deposit for vacation accommodations and is ordered by the Police Commissioner to cancel his vacation shall be reimbursed for any loss of deposit.

**13.3 Vacation-Sick Leave** Vacation shall not be lost because of an employee's illness, providing the illness does not continue for more than one continuous year. Such vacation time may be carried over and taken during the following calendar year. However, an employee on vacation may not sign on sick leave until the termination of his vacation period. However, an employee on vacation may terminate his vacation in cases resulting from injuries as being in line or performance of duty.

**13.4 Floating Days.** For employees in service prior to July 1st, in a calendar year, up to five (5) days leave of absence (floating days) may be granted in such calendar year. For employees whose initial day of service is on or after July 1st, in a calendar year, up to two (2) floating days may be granted for such calendar year. Such leave shall only be granted for such calendar year. Such leave shall only be granted with the approval of the Police Commissioner. Floating days shall not be cumulative and shall not be carried over to the next calendar year except for sickness, injury and/or police scheduling.

**13.5 Bereavement Leave.** In addition, an employee shall be granted up to four (4) consecutive days of leave of absence with full pay, in the case of death of wife, husband, child, grandchild, father, mother, brother, sister, parent-in-law or step-parent. Such leave will be granted immediately upon such death. However, the four (4) days leave period

will begin at 0001 hours the following day and may be extended for the balance of four (4) days leave period. An employee, on application to the Commissioner shall be granted a one (1) day leave of absence with full pay for the day of the funeral in the case of the death of his grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent and foster children, provided that he actually attends the funeral.

13.6.           **Sick Leave.** All sick leave shall be granted and deducted on a working day basis.

13.6.1           During the year, employees shall be granted sick leave computed as follows: Twenty-six (26) working days for each full year of service, such days to be pro-rated whenever less than a full year of service is involved. There shall be no limit to the accumulation of days accumulated but not used during a calendar year; such accumulated days shall be credited to the employee for future use provided, however, that upon retirement or termination of service for any reason, other than for cause, the maximum number of accumulated unused sick days will be 400 for the computation of payments for unused sick leave at such retirement or termination of service.

13.6.2           An employee who has not used any sick leave in any six (6) month interval shall be awarded one (1) additional day of nonconvertible compensatory time. The calculations of said six (6) month period shall be in six (6) month intervals beginning on January 1, 1992. The VILLAGE shall not be responsible for the automatic award of said days. It shall be the responsibility of the employee benefitting from this provision to notify the VILLAGE that no sick days were used in the six (6) month intervals, which shall be subject to verification by the VILLAGE.

13.6.3 An employee shall be entitled to one-half (1/2) pay after his accrued sick leave entitlement is exhausted for the number of days equal to the number of days standing to his credit prior to the commencement of his last sick leave unless the member is sixty-two (62) years of age in which case such one-half (1/2) pay entitlement shall not be in effect.

13.6.4 An employee may use up to three (3) days of his sick leave in each calendar year for and on behalf of a family member who is sick and who resides in the employee's household or for a child, parent, or spouse who is sick and who does not reside in the employee's household.

13.7 Salary Upon Receiving Worker's Compensation Benefits. In the event that an employee is finally determined to be eligible to receive worker's compensation benefits, but has been declared by the Village to be ineligible for 207-C benefits, the employee shall be entitled to full salary for a cumulative maximum of ninety (90) calendar days after the injury. Any reduction from the employee's personal sick bank accrual for such cumulative maximum ninety (90) calendar days shall be restored upon a final determination of eligibility to receive worker's compensation benefits. The Village shall be entitled to any worker's compensation offsets awarded by the worker's compensation board for this same period of time.

13.8 An employee on sick or injured leave will be required to remain at his place of residence or place of confinement, if such is other than his residence and is approved by the Commissioner of Police; provided, however, that an employee on sick or injured leave who has been determined by the Police Surgeon to be not fit for duty by reason



of illness or injury may, upon certification of the Police Surgeon, leave his residence or place of confinement during the times specified by the Police Surgeon.

13.8.1 Between the hours of 9:00 a.m. and 5:00 p.m. on a day he was regularly scheduled to have a tour of duty, and between the hours of 9:00 a.m. and 9:00 p.m., on a day he was regularly scheduled to have a 4:00 p.m. to 12:00 p.m. tour of duty, an employee on sick leave may be visited by a supervising officer.

13.8.2 An employee who has taken sick leave on a regularly scheduled 11:00 p.m. to 7:00 a.m. or a 12:00 midnight to 8:00 a.m. tour of duty will be subject to all sick leave restriction until four (4) hours past the conclusion of his regularly scheduled tour of duty. With the approval of the Police Commissioner, any or all of the provisions of this Section 13.8 may be waived.

#### **SECTION 14. PRO-RATION OF BENEFITS**

14.1 With regard to any employee who has been on a leave of absence, including a leave of absence pursuant to General Municipal Law Section 207-C for one (1) year or more, the VILLAGE will not be responsible for the accrual or payment of any benefits effective from the commencement date of such leave, other than base salary, longevity, and terminal leave. Signing on vacation during said one (1) year period shall not be deemed a break in the leave. Temporary cessation of a leave accompanied by a return to full duty shall not be deemed a break in the leave when the employee returns to full duty and works less than fifteen (15) consecutive days.

14.2 Any employee who has accrued or has been advanced any benefits in contradiction of this Section 14 shall return the accrual or refund the payment or advance to the

VILLAGE, or be subject to an offset against any monies due to the employee upon his cessation of employment.

## **SECTION 15. RETIREMENT**

15.1 The VILLAGE shall adopt Section 375-J of the Retirement and Social Security Law.

15.1.1. Effective January 1, 2001, the VILLAGE shall adopt Section 384-e of the Retirement and Social Security Law.

15.2 Employees planning to retire from the Police Department in the fiscal year commencing July 1st, must give notice by the preceding February 15th. In the event that such notice is not received by February 15th, all termination entitlements may not be paid in the present or following fiscal year. An employee shall have the right to withdraw the notice.

## **SECTION 16. TERMINATION PAY**

16.1 Termination pay shall be due as follows:

- (a) Upon separation from service, after twenty (20) years, in the New York State Retirement System for any reason, other than cause and without disciplinary charges pending;
- (b) Upon the death in service of any employee or upon retirement qualifying for ordinary, accidental or disability incurred in the performance of duty under the Retirement and Social Security Law of New York State, without disciplinary charges pending.

16.2 The amount of termination pay shall be computed as follows:

- (a) Such employee, or his legal representative, shall be entitled to a cash payment for accumulated terminal leave computed on an entitlement basis of five (5) days for each year of completed service. The term "year" of completed service shall include only time served while a member of the Police Force of the VILLAGE on a full pay status or while on a military leave of absence pursuant to Section 243 of the Military Law of New York State and time actually credited and paid for toward retirement benefits for service during World War II.
- (b) Effective January 1, 1986, each five day credit of termination pay to which an employee shall be entitled pursuant to the other provisions of this Agreement shall be valued (costed) in accordance with the per diem rate corresponding to the year to which the five (5) days termination pay relates and was entitled. Accumulations of termination pay credits to which an employee shall be entitled in accordance with the other provisions of this Agreement which are existing on or before December 31, 1985 shall be valued (costed) at the per diem rate in effect in the calendar year 1985.
- (c) In addition, an employee or his legal representative who is entitled to cash payment for accumulated terminal leave, shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of fifty (50) percent thereof, but not to exceed a total of two hundred (200) working days. The payment shall be calculated at the employee's

current rate of pay at time of retirement, but shall not exceed the employee's 30<sup>th</sup> year rate of pay. Notwithstanding the above, the following employees shall have such payment calculated as of their rate of pay at retirement, but not to exceed their 35<sup>th</sup> year rate of pay: Sokol, Connors, Kelly, Kraemer, Luthy and O'Gara.

16.3 An employee at his option may elect to have the benefits payable under this Section paid over a two (2) year period beginning upon the commencement of the event set forth in 16.1. Should the employee elect this option, it is understood that the VILLAGE will not make the employee whole for the costs of FICA and Medicare taxes.

#### **SECTION 17. MISCELLANEOUS**

17.1 **Awards Appeal Board.** An Awards Appeal Board shall be established composed of one member elected by the President of the PBA, one member selected by the Commissioner of Police, and one member of the VILLAGE Board of Trustees.

17.2 **Appointment of New Applicants.** The VILLAGE shall file with the Civil Service Commission a resolution providing that an applicant to the position of Police Officer in the VILLAGE of ROCKVILLE CENTRE, must have thirty-two (32) college credits prior to appointment.

17.3 **Comprehensive Liability - Private Cars.** The VILLAGE will carry insurance with respect to the private car of each employee which will adequately cover the employee in the event that he is on non-contiguous overtime and directed or requested to use his private car on VILLAGE business. The requirements of this paragraph will be satisfied by obtaining of a secondary insurance policy, paid for by the VILLAGE, of liability insurance

over and above the employee's own insurance on his car, such secondary insurance policy to have limits of \$50,000.00/\$100,000.00.

**17.4 Conflicts with Rules and Regulations.** In the event that there should be a conflict between any of the provisions of this Agreement and the Rules and Regulations of the Police Department, the provisions of this Agreement shall prevail.

**17.5 Credit Union.** The employees shall have the right to participate in a Credit Union designated by the Association provided that the following conditions are met:

- (a) The ASSOCIATION informs, in writing, the employees that (1) the VILLAGE's sole function will be to make deductions upon written instructions of the employee, from salary or wages and to forward the amounts deducted to the Credit Union; (2) The VILLAGE did not select, nor participate in, the selection of the Credit Union by the ASSOCIATION; (3) The VILLAGE has made no investigation of the financial soundness of the Credit Union; and (4) The VILLAGE neither encourages, nor discourages, the employees' participation in any of the activities of the Credit Union.
- (b) The parties recognize that payrolls are prepared in advance of the date upon which wages or salaries are paid. Written instructions to make deductions must be delivered to the VILLAGE Comptroller's office at least two (2) weeks prior to the date upon which the instructions are to take effect and be in a specific dollar amount. Such instructions once made cannot be changed except on two (2) weeks written notice.

- (c) The procedures which are followed by the Credit Union in connection with deductions that are made both for savings purposes and for repayment of loan purposes will be submitted to the Village Comptroller for this inspection and approval, it being recognized by the parties that the VILLAGE will not approve such procedures if the out-of-pocket cost in complying therewith exceeds One Thousand Dollars (\$1,000.00) in any fiscal year.

17.6. **Death Benefits.** The VILLAGE acknowledges that it has adopted Section 208 B of the General Municipal Law.

17.7 **G.M.L. Section 208-c.** The VILLAGE acknowledges that it has adopted Section 208-c of the General Municipal Law.

17.8 **Funeral Expenses.** The VILLAGE shall pay the reasonable funeral expenses incurred by the family of an employee who dies in the line or performance of duty up to a maximum of Two Thousand Five Hundred (\$2,500.00) Dollars, less any direct reimbursement from the Worker's Compensation Insurance carrier for funeral expenses.

17.9 **Impasse Procedures.** The parties hereto wish to avail themselves of the right to agree on certain of their own procedures as permitted under the law, and, therefore, mutually agree upon the impasse procedures set forth herein.

17.9.1 The parties agree to share the cost of any mediators or fact-finders chosen to aid in the resolving of any impasse that may arise in future negotiations.

17.9.2 An impasse shall not be deemed to exist because the parties fail to achieve an agreement prior to the deadliness prescribed by law. The parties hereby agree to

continue with the negotiations into such period. If one of the parties believes an impasse has occurred, it shall so notify the other. At such time, either party or both shall so advise the New York State PERB.

17.9.3 The procedures as stipulated by the laws of the State of New York will thereafter be followed.

**17.10 Health Insurance.** The VILLAGE shall pay the maximum contribution as authorized by State Law, of the health insurance plans as so authorized. Additionally, the VILLAGE shall continue the dental plan authorized pursuant to Section 92-a of the General Municipal Law, which is now in existence, and shall pay the full cost of the dental plan in effect as of the date of the Agreement.

17.10.1 In the event that an improved dental plan is contracted for on behalf of other VILLAGE employees in another bargaining unit, then as of the effective date of such improved plan, it will be made applicable to the persons covered by this Agreement.

17.10.2 The VILLAGE shall continue to pay the full cost of the health insurance plans in existence for employees retiring on or after January 1, 1986 provided, however, that the employee shall be responsible for the first Two Hundred Fifty Dollars (\$250.00) per year of any increase in the cost for the health insurance over the cost of said health insurance as of the date of retirement. At no time will the cost of the employee exceed Two Hundred Fifty (\$250.00) Dollars per year.

17.10.3 The VILLAGE shall continue to pay the full cost of the health insurance plans in existence for employees retiring on or after July 1, 1992 provided, however, that the employee shall be responsible for the first Three Hundred Seventy-Five (\$375.00)

Dollars per year of any increase in the cost for the health insurance over the cost of said health insurance as of the date of retirement. At no time will the cost of the employee exceed Three Hundred Seventy-Five (\$375.00) Dollars per year.

17.10.4 Effective upon execution of this Agreement, all current employees and those who retired who are enrolled under the health insurance plans may apply for the health insurance benefit "buy-back" program provided they have adequate health insurance coverage through another insurance program and furnish proof of such coverage to a Committee of the VILLAGE and the ASSOCIATION for approval. Such Committee shall consist of two (2) representations from each party hereto.

Each application shall accompany sufficient proof (deemed adequate by the Committee) that the employee has coverage from another source or employer. The Committee shall develop criteria so that the employee will know what the requirements are. The decision of the Committee, to approve or disapprove the application, shall be final and binding. Each employee who has received committee approval to withdraw shall receive the following during the period of dis-enrollment:

\$1,500.00 annually for Family Plan on a prorated basis.

\$500.00 annually for the Individual Plan on a prorated basis.

Payment of the monies shall be on June 1st and December 1st of each year for the period of time that the employee is participating in this program. Employees are entitled to reinstatement in the coverage of their choice in the health insurance plans in accordance with the rules of the State Health Insurance Department and the rules established by the Committee.



**17.11 Loss or Damage of Personal Items.** An employee shall be compensated for the loss or damage of personal items providing said loss or damage is caused without negligence on the part of the employee and while said employee is on duty or actually conducting police business. The employee seeking to collect hereunder must prove to the satisfaction of the Village Comptroller that said loss was actually incurred. When a claim is submitted hereunder, it must be accompanied by a sworn statement that said claim was incurred in the course of said employee's duties as a police officer, together with an executed claim voucher indicating thereon the items, damage or loss and the original cost thereof and the current value, including depreciation. Items covered shall be limited to clothing, equipment and accessories actually being worn.

**17.11.1** Personal vehicles shall not be an includable item unless they are actually being operated at the time in the performance of police business.

**17.12 Maternity Leave.** All permanent female employees shall be entitled to a maternity leave without pay for a period of one (1) year with additional time allowable by consent of the VILLAGE. An employee may choose that any portion of the maternity leave be subtracted from her accrued sick leave so as to insure pay for that period of sick leave.

For time spent of sick leave and five (5) months thereafter, the employee shall be entitled to all the benefits she would ordinarily receive had she been on a pay basis.

**17.13 P.B.A. Hall.** In the interest of emergency communications, a communications device will be established with direct link between police headquarters and the PBA Meeting Hall located at 10 Grand Avenue.

17.14 **Reproduction of Agreement.** This Agreement will be reproduced by the VILLAGE and furnished to each employee covered by this Agreement.

17.15 **Subpoena; Appearances Outside VILLAGE.** Effective September 1, 1983, if an employee, as a result of his engagement in police work inside the VILLAGE limits, whether or not on scheduled tour, or as a result of an arrest (for a crime) while engaged in police work outside the VILLAGE limits, is subpoenaed to testify and does appear in Court or at a hearing conducted by a governmental unit or agency at a location within the City of New York or the Counties of Suffolk or Westchester, such employee shall be reimbursed for such of the following expenses as may have been incurred:

- (a) travel expense by auto (using only mileage at the regular established rates for auto use) or mass transit, whichever is cheaper, to and from his home and the place at which he is subpoenaed to appear and testify,
- (b) meals actually consumed and for which receipts are produced, the limit being that which is regularly established by the Village Comptroller, and
- (c) lodging, should such be necessary, at the City, Town or Village whereat the employee is required to testify, the limit being that which is regularly established by the Village Comptroller, provided, further, that the following conditions are met:
  - (i) the proper departmental procedures regarding the service of subpoenas are met,
  - (ii) the proper departmental procedure regarding

notification that an employee who is not on scheduled tour for the VILLAGE is or has been engaged in police work outside the VILLAGE limits are met, and

- (iii) the employee has paid over to the VILLAGE all fees and money received at the time of the service of the subpoena and signed an appropriate statement both to that effect and to the effect that any further monies, including travel, lodging, meals or any other incidental expense monies that he may receive in connection with such appearance and/or testimony will be promptly turned over to the VILLAGE.

**17.16 Subpoena Fee (Special Compensation After Separation From Service).** Retired employees are to be paid for each day, at straight time computed at the rate applicable at the time of service of subpoena, for testifying or assisting in criminal cases and hearings in relation to matters in which the employee was involved while a member of the Department, when requested by the Police Commissioner on behalf of the Department or by subpoena from a law enforcement agency. A claim form properly executed must be submitted to the Village Comptroller who shall approve same, subject to approval of the New York State Retirement System if such approval is required.

**17.17 Traumatic Leave.** An employee will be granted an amount of days leave of absence with full pay in the case where he is subjected, in the line of duty, to a traumatic situation. The amount of days granted will be subject to the opinion of a Police

Surgeon with the concurrence of police management. The employee has the right to a second surgeon's opinion and may contest the first opinion.

#### **SECTION 18. TUITION REIMBURSEMENT**

18.1 Each employee will be compensated after the successful completion of a Criminal Justice or Police related college course approved by the Police Commissioner on the following basis:

- (a) Maximum of \$900.00 per calendar year per employee for tuition and books;
- (b) A cap of \$10,000.00 total cost per calendar year for the Rockville Centre Police Department.

#### **SECTION 19. POLITICAL ACTIVITY**

Employees shall be permitted to participate in political activities provided, however, that no employee shall in any way participate in any fashion or manner in any election in the VILLAGE involving the Mayor, Board of Trustees and/or Village Justices. Nothing contained herein shall be construed to limit an employee's right to vote in any election for the aforesaid offices provided the employee is in all other respects a qualified voter for said election.

#### **SECTION 20. LEGISLATIVE REQUIREMENTS**

" IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING

THE ADDITIONAL FUND THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**SECTION 21. TERM OF AGREEMENT**

This Agreement covers the period January 1, 2001 through December 31, 2004. The rules enumerated by PERB regarding the extension of the terms of an agreement past its expiration date will be applicable to this agreement, provided, however, that this provision shall not be construed as barring the VILLAGE, should it see fit to do so, from contesting in Court the reasonableness of such rules.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

INCORPORATED VILLAGE OF  
ROCKVILLE CENTRE

By: \_\_\_\_\_  
Mayor

POLICEMEN'S BENEVOLENT  
ASSOCIATION OF  
ROCKVILLE CENTRE

By: Brian Burke  
President

12-7-00